

LOCATION AGREEMENT

Updated 4/15/2020

Virginia Commonwealth University ("VCU") hereby grants to _____ ("Producer") permission to enter upon and use the premises located at _____ ("Property") in connection with the production of [a television program entitled " _____ "] ("Program"), upon the following terms and conditions:

1. During the "Term" (as defined below), VCU hereby grants Producer the right to utilize the Property as a location and to bring onto the Property such personnel, materials, vehicles and equipment as Producer deems necessary in connection with the production of the Program. VCU further grants to Producer the right to make still and motion pictures and sound recordings ("Photography") of, on, in and about the Property, and to make and remove preparations, if any, for Photography. Producer agrees not to use the Property in any manner that will disrupt the ongoing activities of VCU.

2. The Term shall commence on _____, and shall continue thereafter until _____. Producer may request to postpone the commencement of the Term to a later date (subject to VCU's approval) due to weather conditions, changes in production schedule, or if Producer is delayed by events beyond its control.

3. Unless otherwise specified herein, the "Property" shall include all buildings and other structures located at the Property, the grounds at said address, access to and egress from the Property, the real and personal property in, on and/or about the Property, all of the signs, displays, interiors, exteriors, and the like, if any, and VCU's name, logo, trademark, service mark and/or slogan, as depicted in, on and/or about the Property, and any other identifying features thereof. Exceptions: _____

4. Producer agrees to use reasonable care to prevent damage to the Property, and will leave the Property in substantially the same condition as when entered by Producer. Producer accepts financial responsibility for any repairs or replacement to the Property which may be necessary due to damage by Producer's actions under this Agreement. Producer hereby acknowledges that will not film or photograph VCU employees or students without prior written permission from the individuals depicted.

5. Producer shall be the sole and exclusive owner of all rights of every kind in and to all Photography made pursuant to this Agreement, including (without limitation) the right to exhibit, distribute, and exploit such Photography by any and all means and media, now known or hereafter devised, and in any publicity, promotion, and/or advertising of same, throughout the universe, irrevocably and in perpetuity. Nothing shall obligate Producer to produce the Program or to make any actual use of any Photography, or to otherwise use the Property. However, in all cases, the Photography and its use will not disparage or reflect poorly upon VCU or its employees, faculty, Board or students.

6. Producer will indemnify and hold harmless VCU and its employees, directors, officers, licensees and assigns from any loss, damages, costs and expenses resulting from the breach by the indemnifying party of any of the terms of this Agreement.

7. This Agreement and any disputes arising therefrom shall be governed by the laws of the Commonwealth of Virginia. This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, representatives, assigns and licensees. This document sets forth the entire understanding between Producer and VCU and supersedes all prior understandings and agreements (whether written or oral) and may not be altered except by another written agreement signed by both parties.

Agreed and Accepted:

VCU
By: _____

PRODUCER
By: _____

Date: _____

Date: _____